

FEBRUARY 28, 2004

~~FEBRUARY 28, 2003~~

~~FEBRUARY 28, 2002~~

CONTRACT PERIOD THROUGH FEBRUARY 28, 2001

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **UPS SYSTEM REPLACEMENT MCSO COMPUTER CENTER**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **February 10, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CS/mm
Attach

Copy to: Clerk of the Board
Sharon Tohtsoni, Materials Management
Tom Davidson, Sheriff's Office

UPS SYSTEM REPLACEMENT, MCSO COMPUTER CENTER

1.0 INTRODUCTION:

This Request for Bid describes specifications for a three-phase, on-line, continuous operation, solid-state static uninterruptible power supply (UPS) system. The proposed UPS shall operate as an active power control system, working in conjunction with the existing building electrical system. This system shall provide power conditioning and on-line power protection for the critical loads associated with the operation of a mainframe computer center.

1.1 Background:

This system is to replace an existing uninterrupted power system now in place. The existing system consists of a 200 KVA rotary uninterruptible power supply (UPS) system, a transfer switch, 500 KVA Cummins Diesel Engine and three (3) thirty two (32) battery pack units. It is expected that the proposed UPS system would utilize the existing 500 KVA Cummins diesel engine, transfer switch and battery packs.

1.2 GENERAL:

When utility power is lost to the facility, a transfer switch automatically starts the diesel engine and begins generating power. The UPS filters the input from either source and supplies main power to the Computer center. The battery system supplies power to the system until the diesel system starts or for a period of approximately 10 minutes if a malfunction occurs in the diesel generator. The mainframe computer, associated equipment and other devices supported by the UPS continue to operate without failures of any type. The switch also shuts down the diesel engine and transfers power input back to the utility when the utility company restores service. No intervention is required via computer operators or other staff. This same type of operation and service is required with the new proposed UPS system.

It is expected that all costs associated with the installation of the new UPS system and the removal of the old system will be included in the proposal costs. These must include costs of necessary modifications to the current electrical system, i.e., conduit, wiring, conductors, breakers, etc., removal of the existing rotary UPS and any required modifications to the battery packs to make them compatible with the new UPS. Any other costs required must also be identified and quoted.

The vendor shall provide a schedule of events in the order they would expect to accomplish the removal of the old UPS and the installation of the new UPS. This should include all aspects of the job, i.e., how long it will take to get equipment delivered, how long the electrical work would take, etc. Estimates shall include how long the computer center may be without power.

2.0 TECHNICAL REQUIREMENTS:

2.1 SYSTEM DESCRIPTION:

Modes of Operation: The UPS shall operate as an on-line system in the modes listed below:

- 2.1.1 Normal: The main inverter and the delta inverter shall operate in an on-line manner to continuously regulate the power to the critical load. The delta inverter and main inverter also shall derive power from the AC input source and supply DC power to float charge the battery.
- 2.1.2 Battery: Upon failure of the AC input source, the critical load shall continue to be supplied by the main inverter without any switching. The inverter shall obtain power from the battery. There shall be no interruption in power to the critical load upon failure or restoration of the AC input source.
- 2.1.3 Recharge: Upon restoration of the AC input source, the delta inverter and main inverter shall simultaneously recharge the battery and regulate the power to the critical load.

- 2.1.4 Bypass: The static bypass switch shall be used for transferring the critical load to mains supply without interruption. Automatic re-transfer to normal operation shall also be accomplished with no interruption in power to the critical load. The static bypass switch shall be capable of manual operation.
- 2.1.5 External maintenance bypass: The external maintenance bypass switch shall be used for supplying the load directly from the main supply, while the UPS is isolated for maintenance.

Future expansion: The UPS shall be capable of field-up-grade to allow parallel operation with additional UPS modules for increased capacity or redundant operation. The parallel systems shall be capable of operation on a common DC bus or with separate DC bus for each system module and shall provide proportional load sharing between all available modules. To provide a true fault tolerant control system, any individual UPS module shall be capable of automatically assuming control of the entire system. Initial installation is expected to be two modules **between 50 40 & 60 KVA of 60kVA** and one redundant module **between 50 40 & 60 KVA of 60kVA**.

2.2 STANDARDS:

2.2.1 Safety:

1. USA/Canada: UL Listed to UL1778 – Standards for Uninterruptible Power Supply Equipment. CUL Listed to CSA.

2. Europe: EN 50091-1.

2.2.2 Emission and Immunity:

1. USA/CANADA: FCC Class A.

2. Europe: EN 50091-2.

2.4 QUALIFICATIONS:

Manufacturer experience: The manufacturer shall have a minimum of **10 25** years of experience in the design, manufacture and testing of UPS operating systems.

ISO 9001 Certification: The manufacturer shall be ISO 9001 certified.

2.5 ENVIRONMENTAL REQUIREMENTS:

The UPS shall be fully operational under the following conditions:

- 1. Storage ambient temperature: -58 to 131 degrees F.
- 2. Operating ambient temperature: 32 to 104 degrees F. (68 to 77 degrees F) ideal for batteries
- 3. Relative humidity: 0 to 95%, non-condensing.

2.6 WARRANTY:

UPS Module:

- 1. The UPS manufacturer shall warrant the UPS module against defects in workmanship and materials for one (1) year from date of installation. The warranty shall include coverage of all internal parts, including internal batteries.

Other Parts:

1. The successful bidder will warrant all other products and services supplied under this contract against defects in materials and workmanship for a period of one (1) year.

2.7 SYSTEM CONFIGURATION:

Initially provided as a multiple module, redundant system, the UPS shall be field-upgradeable for additional capacity or for redundant operation.

- 2.7.1 System continuous rating: 120 kVA, 120 kW at utility power factor.
- 2.7.2 Battery capacity: The system must be capable of providing 15 minutes of battery back-up time at a 120 kW load.
- 2.7.3 Input voltage rating: 480 volts, three-phase, four wire plus ground.
- 2.7.4 Input voltage range: +15%, -15%.
- 2.7.5 Input frequency: 60Hz +/- 6% (other levels programmable)
- 2.7.6 Power walk-in: 0 to 100% over a 10-second period (longer duration programmable).
- 2.7.7 Input power factor:
Minimum 0.93 lagging on 25% load.
Minimum 0.99 lagging on 100% load.
- 2.7.8 Input current distortion: 5% THD maximum at full rated load and nominal input voltage without additional harmonic filters.
- 2.7.9 Output voltage rating: 480 volts, three phase, four-wire plus ground.
- 2.7.10 Output voltage regulation (at default parameter settings):
+/- 1% steady state for static 100 % balanced load.
+/- 3% steady state for static 100 % unbalanced load.
+/- 5% for a 0 to 100 % step.
- 2.7.11 Output frequency: 60 Hz +/- 0.1 Hz free running (battery operation) Mains synchronized in normal operation.
- 2.7.12 Output power factor range: 0.9 leading to 0.8 lagging at rated kVA. The unit's kVA capacity shall not require derating for a 1.0 load power factor.
- 2.7.13 Output harmonic distortion:
3% THD maximum and 1% any single harmonic for a 100% linear load.
5% THD maximum for a 100% non-linear load (no crest factor limit), UPS 10-60 kVA and 120-500 kVA.
6% THD maximum for a 100% non-linear load (no crest factor limit), UPS 80 kVA.
- 2.7.14 Voltage Transient response:
+/- 3% for a 50% load step.
+/- 5% for a 100% load step.
- 2.7.15 Voltage transient recovery time: 50 milliseconds.
- 2.7.16 Phase displacement:
120 degrees +/- 1 degree for balanced load.
120 degrees +/- 1 degree for 50% unbalanced load.
120 degrees +/- 3 degrees for 100% unbalanced load.

- 2.7.17 Overload capability:
 - 200% for 60 seconds in normal operation.
 - 125% for 10 minutes in normal operation.
 - 150% for 30 seconds in battery operation.
 - 125% continuously in bypass operation.
 - 1000% for 500 milliseconds in bypass operation.
- 2.7.18 Short circuit withstand: The UPS must withstand a bolted-fault short circuit on the output without damage to the UPS module.
- 2.7.19 System AC to DC efficiency: 94% or higher at 100% linear load, nominal input voltage, with batteries fully charged.
- 2.7.20 Acoustical noise: not greater than 72-dB (A) measured at 1 meter from the operator surface.
- 2.8 DESIGN AND FABRICATION:
 - 2.8.1 Mean time between failure: Field-proven minimum of 120,000 hours.
 - 2.8.2 Modular sub-assemblies: For ease of maintenance and service, the UPS must have field-replaceable modular sub-assemblies.
 - 2.8.3 Materials: All materials comprising the UPS module shall be new, of current manufacture, and shall not have been in prior service except as required during factory testing. The UPS shall contain no PVCs.
 - 2.8.4 Inverter/Battery charger:
 - a. The delta inverter and main inverter shall be a high-speed insulated-gate bi-polar transistor switch module type (IGBT) and shall be controlled by a pulse-width modulation technique to precisely regulate system output voltage and battery charge current.
 - b. Output current limit: The main inverter shall be capable of supplying overload current of 150% of the system rating for 30 seconds.
 - c. Temperature protection: The inverters shall be temperature protected. In case of inverter over temperature, the unit shall activate an alarm and automatically transfer to static bypass operation.
 - d. Charging operation modes:
 - (1) Float charge: Under nominal operating conditions, the delta inverter and main inverter shall provide a precisely regulated nominal DC bus voltage (programmable).
 - (2) Boost charge: The delta inverter and main inverter shall provide a boost charge of 2.27 to 2.40 volts per cell (programmable) for a period of 1 to 24 hours (programmable).
 - e. Battery charging temperature compensation: For protection of the batteries, the unit shall monitor the temperature of the batteries. To extend battery life, charge voltage must be compensated for changes in battery temperature.
 - f. Battery charge current limit: The battery charging current limit must be limited to 10% of nominal DC discharge current (programmable to lower level).
- 2.9 Static bypass switch:
 - a. The static bypass switch shall be solid state, rated for continuous duty and be provided with it's own dedicated redundant supply.

- b. The static bypass switch shall automatically transfer the critical load to mains supply without interruption after the logic senses one of the following conditions:
 - (1) Inverter overload beyond rating.
 - (2) Battery runtime expired and bypass available.
 - (3) Inverter failure.
 - (4) Battery circuit breaker open.
 - (5) Fatal error in control system.
- c. The static bypass switch shall automatically retransfer from bypass to the delta inverter and main inverter when one of the following conditions occurs:
 - (1) After an instantaneous overload-induced transfer has occurred and the load current has returned to less than 100% of the system rating.
 - (2) The UPS delta inverter and main inverter are active (on).

2.10 BATTERY PLANT:

The existing battery plant (three (3) strings of 32 batteries each) is expected to be used with the new UPS system. **Vendors are required to perform a site visit to determine if modifications to the existing battery plant are necessary.** Site visits may be arranged with **Fred Wilson (602) 256-1234** ~~Tom Davidson @ (602) 506-8006~~. If modifications are required, the vendor shall include those modifications in its proposal. Battery power is to be provided through a common DC Buss.

Desirable features:

- 2.10.1 Low battery voltage protection: To prevent total discharge or damage to the batteries, the UPS should transfer to standby operation when the battery voltage reaches a set minimum voltage level (programmable). If the AC input source has not returned within 10 minutes after low battery shutdown, the UPS shall electronically disconnect DC power from the battery to avoid deep discharge.
- 2.10.2 Battery monitor: A battery monitor function that shall be capable of monitoring and defining battery capacity is desired. It should be possible to program the unit to perform an automatic battery test every 60 or 90 days to test the condition of the batteries.
- 2.10.3 Battery disconnect Provide a positive means of isolating both the battery strings from the rest of the system.

2.11 DISPLAY AND CONTROLS:

- 2.11.1 Display unit: A microprocessor-controlled display unit shall be located at the front of the UPS cabinet. The display unit shall consist of an alphanumeric display with backlight, an alarm LED, and a touch keyboard.
- 2.11.2 UPS status messages: The display unit shall display the following UPS status messages:
 - a. Normal operation: load power xxx%
 - b. Battery operation: time xxx minutes.
 - c. Bypass operation.
 - d. Standby.
 - e. System off.
- 2.11.3 Metered parameters: The display unit shall allow the user to display the following metered parameters:
 - a. Year, Month, Day, Minute, Second.
 - b. Mains Input AC voltage (line to line, three phase simultaneous).
 - c. Mains Input AC current (line to neutral, three phase simultaneous).

- d. Output AC voltage (line to line, three phase simultaneous).
 - e. Output AC current (line to neutral, three phase simultaneous).
 - f. Output frequency.
 - g. Battery voltage.
 - h. Battery current (charge/discharge).
 - i. Battery temperature.
 - j. Output peak current.
- 2.11.4 Alarms: The display unit shall allow the user to display a log of all active alarms. A minimum of 50 alarm conditions shall be monitored.
- 2.11.5 Events log: The display unit shall allow the user to display a time-and-date-stamped log of the 250 most recent UPS status and alarm events.
- 2.11.6 Controls: The following control or programming functions shall be accomplished with the display unit:
- a. Silence the audible alarm.
 - b. Set the alphanumeric display language to English.
 - c. Display or program the date and time.
 - d. Enable or disable the automatic restart feature.
 - e. Transfer to or from static bypass operation.
 - f. Program the unit for economy operation.
 - g. Program the battery charger.
 - h. Calculate battery backup time.
 - i. Test battery condition on demand.
 - j. Program the unit to periodically test battery condition.
 - k. Program voltage and frequency windows.
 - l. Calibrate metered parameters.
 - m. Enable or disable adaptive slew rate. Set maximum slew rate.
 - n. Adjust set point for different alarms.
 - o. Program the remote shutdown contact (enable/disable remote shutdown, polarity, and delay).
 - p. Set the delay for the common fault contact.
 - q. Program the unit for soft start for use with a generator.
- 2.11.7 UPS On and Off push buttons: Momentary UPS On and Off push buttons shall be provided in a user-accessible compartment. Upon activation of the On push button, the UPS shall automatically connect the UPS output to the critical load. Upon activation of the Off push button, the UPS shall remove power from the critical load.
- 2.11.8 Potential free contacts: The UPS shall be equipped with two potential free contacts:
- a. Common fault alarm.
 - b. Battery operation.
 - c. Other potential free contacts shall be available as option.
- 2.11.9 Communication interface board: A communication interface board shall provide the following communication ports, and it shall be possible to use two or more ports simultaneously:
- a. RS232 port # 1.
 - b. RS232 port # 2.
 - c. COM-Port with the following normally open or normally closed potential free contacts:
 - (1) UPS on.
 - (2) Static bypass operation.
 - (3) Battery operation.
 - (4) Battery low.

- 2.11.10 External maintenance bypass: The external maintenance bypass shall supply the load from the bypass source while the UPS is isolated for maintenance. A UPS input, output, and bypass switch shall be housed in the same cabinet. Each switch must be monitored by the UPS via auxiliary contacts.
- 2.11.11 Battery charger temperature compensation: For units with external batteries, the battery charging temperature compensator shall monitor the temperature in one battery cabinet.
- 2.11.12 Remote UPS monitoring kits: Remote monitoring shall be possible via either RS 232 or contact closure of the UPS and an existing computer system. The UPS manufacturer shall have available interface kits to support remote monitoring for the following systems:
 - a. Microsoft Windows 3.1, 3.11
 - b. Microsoft Windows 95.
 - c. Microsoft Windows NT.
- 2.11.13 SNMP adapter: The Ethernet SNMP adapter shall allow one or more network management systems (NMS) to monitor and manage the UPS in TCP/IP network environments. The management information base (MIB) shall be provided in DOS and UNIX tar formats. The SNMP interface adapter shall be connected to the UPS via the RS 232 serial port on the standard communication interface board.
- 2.11.14 Parallel operation: UPS modules shall be capable of running in parallel operation for increased capacity or for redundant operation. The parallel board shall ensure proper control of parallel units and proper load sharing. One parallel board shall be provided for each unit connected in parallel.
- 2.12 MECHANICAL DESIGN:
 - 2.12.1 The UPS shall be housed in a freestanding enclosure that is designed to blend into a computer room environment. The UPS cabinet shall be equipped for fork truck lifting.
 - 2.12.2 Ventilation: The UPS shall be cooled by forced air and shall be equipped with fan monitoring circuits.
- 2.13 MANUFACTURER FIELD SERVICE:
 - 2.13.1 Service: The UPS manufacturer shall have a service organization available consisting of factory trained service personnel to perform startup, preventative maintenance, and service of the UPS and power equipment. The service organization shall offer a 24 hour a day, 7-day a week, 365-day a year service support.
 - 2.13.2 Replacement parts: Parts shall be available through the service organization 24 hours a day, 7-days a week, 365 days a year.
- 2.14 MAINTENANCE CONTRACTS:
 - 2.14.1 A complete offering of preventative and full service maintenance contracts for the UPS system and associated system parts shall be available. Contract work shall be performed by factory trained service personnel.

3.0 SPECIAL TERMS & CONDITIONS:

- 3.1 TRAINING:
 - 3.1.1 UPS service training workshop: AN UPS service-training workshop shall be available from the UPS manufacturer. The service-training workshop shall include a combination of lecture and practical instruction with hands-on laboratory sessions. The service-training workshop shall include instruction about safety procedures, UPS operational theory, sub-assembly identification and operation, system controls and adjustment, preventative maintenance and troubleshooting

3.2 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Proposer holding the contract.

3.3 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.4 ACCEPTANCE

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.5 TRAINING

The successful Proposer shall provide a minimum of 16 (hours or days) to completely train County personnel in the use and care of the equipment.

3.6 TECHNICAL AND DESCRIPTIVE LITERATURE:

Proposer(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

4.0 CONTRACT TERMS & CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a one (1) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of four (1), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate

documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.11 REQUIREMENT OF CONTRACT BONDS:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the Contract to the Contractor.

- (A) A Performance Bond in an amount equal to the full Contract amount (or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond in an amount equal to the full Contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

4.12 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.14 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.15 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.16 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.17 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5)

years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.20 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.21 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.23 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.24 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.25 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.26 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.27 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.28 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.29 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.29.1 Cancel the Contract, if it is currently in effect.

4.29.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.29.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.30 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.31 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

GRUBER INDUSTRIES INC COMPUTER SITE SERVICES, 21439 N 2ND AVENUE, PHOENIX AZ 85027

C70-50-04/B0603772

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

TOTAL PRICE FOR UPS POWER UNIT	<u>\$91,166.00</u>
INSTALLATION OF NEW UNIT	<u>\$5,400.00</u>
REMOVAL OF EXISTING UNIT	<u>\$2,250.00</u>
MAINTENANCE FOR UPS IN YEARS TWO, THREE, FOUR AND FIVE OF CONTRACT	<u>\$18,012.00</u>
TRADE IN FOR EXISTING UNIT (if applicable)	\$ N/A

Terms: 2%, 21 Net 30

Federal Tax ID Number: 86-0505466

Vendor Number: 860505466

Contact Person: Tim Gruber

Telephone Number: (602) 863-2655

Fax Number: (602) 257-4313

Contract Period: To cover the period ending ~~February 28, 2001~~
February 28, 2004 ~~2003~~ ~~2002~~.